

COUNTY OF YORK, VIRGINIA  
INVITATION FOR BIDS  
IFB

Issue Date: August 28, 2002

IFB #: 1274

Title: School Buses, 64 Passenger and 52 Passenger

Classification Code: 07033

Issuing Agency:

County of York, Virginia

Central Purchasing

120 Alexander Hamilton Blvd./P.O. Box 532

Yorktown, Virginia 23690

Using Agency And/Or Location  
Where Work Will Be Performed:

County School Board of York County, Virginia

School Transportation

505 Cook Road

Yorktown, Virginia 23692

Sealed Bids Will Be Received Until 3:00 P.M. on Tuesday, September 17, 2002 At Which Time They Shall Be Opened In Public And Read Aloud.

All Inquiries For Information Should Be Directed To: Cathy Hodock, CPPB, VCO, Buyer II,  
Telephone: (757) 890-3680.

SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Under-  
signed Offers And Agrees to Furnish The Materials Described At the Prices Indicated In Section 9.0.

Name and Address of Firm:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature in ink

Telephone No.: ( ) \_\_\_\_\_

Facsimile No.: ( ) \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

Title: \_\_\_\_\_

**1.0 PURPOSE:**

It is the express intent of this formal Invitation For Bids (IFB) to secure a supplier, hereinafter the "Vendor", to provide and deliver school buses as specified in Sections 2.0 below, to School Transportation, 505 Cook Road, Yorktown, Virginia, for the County School Board of York County, Virginia, hereinafter the "Owner".

**2.0 SCOPE OF WORK:**

Vendor shall provide and deliver five (5) sixty-four (64) passenger 2002 or 2003 model school buses as specified in Section 2.1 below and one (1) fifty-two (52) passenger 2002 or 2003 model school bus as specified in Section 2.2 below, to School Transportation, at the price(s) provided by bidder in Section 9.0. If you are unable to submit a bid at this time, and if you wish to remain on our list of potential suppliers, simply send us a written explanation of why you are unable to submit a bid.

**2.1 Sixty-four (64) passenger school buses, 2002 or 2003 model:**

International IC 64 passenger school bus chassis with an International built body (NO SUBSTITUTE), T444E 190 horse power (hp) International engine (NO SUBSTITUTE), AT-545 or 2000 Allison automatic transmission with external oil cooler and filter, hydraulic four wheel disc brakes anti-locking brake system (ABS), mechanical emergency/parking brake mounted on the rear of the transmission with parking brake handle mounted to the left of the driver, governor set at 55 miles per hour (mph), back up alarm, white roof, crossing gate with yellow blade by Electric Specialty Manufacturing Company, hereinafter "Elec. SMC" (NO SUBSTITUTE), stop sign high intensity with strobe light by Elec. SMC (NO SUBSTITUTE), Vandalock system front and rear, series plumbing heaters front and rear with booster pump under hood, seat belt ready seats (no belts on seats), gray seats, black floor, hoods over traffic lights, adjustable driver shoulder strap, tilt steering wheel, electric outward opening front entrance door with vapor door systems, and front door opening space of 36 inches. Vendor s, and copy of all training and technical manuals for the engine, transmission, ABS brakes and other related components.

**2.2 Fifty-two (52) passenger school buses, 2002 or 2003 model:**

International IC 52 passenger school bus or International 3800 series chassis with an International built body (NO SUBSTITUTES), T444E 175 horse power (hp) engine (NO SUBSTITUTES), AT-545 or Allison automatic transmission with external oil cooler and filter, air actuated parking brake, governor set at 55 mph, back up alarm, hydraulic four wheel disc brakes anti-locking brake system (ABS), white roof, crossing gate with yellow blade by Electric Specialty Manufacturing Company, hereinafter "Elec. SMC" (NO SUBSTITUTES), high intensity stop sign with strobe lights by Elec. SMC (NO SUBSTITUTES), Vandalock system front and rear, series plumbing heaters front and rear with booster pump under hood, gray seats, black floor, hoods over traffic lights, adjustable driver shoulder strap, tilt steering wheel, tinted windows, 53000 BTU rear air conditioning system by Carrier (NO SUBSTITUTES), front door to be electric outward opening by Vapor Door Systems, front door to have opening of 36 inches, wheel chair requirements: track for seats and wheel chair tie downs installed the entire length of

bus, both sides, floor and wall, wheel chair tie down with lap and shoulder belts for four wheel chairs, 30" track seats in all positions (as many as possible), and two seat belts per seat. Vendor shall also provide copies of all training and technical manuals for engine, transmission, ABS brakes, wheel chair lifts, air conditioning, and all other related components.

- 2.3 School buses shall be new 2002 or 2003 model year.
- 2.4 The school buses shall meet or exceed Commonwealth of Virginia and Federal specifications and guidelines for school buses.
- 2.5 The school buses shall have a valid Virginia State Inspection sticker in the appropriate location on the bus.
- 2.6 Vendor shall provide a copy of all training and technical manuals for engine, transmission, ABS brakes, wheel chair lifts, air conditioning system, and other related components, for each bus, to the Owner upon delivery of school bus, at no charge to Owner.

3.0 GENERAL TERMS AND CONDITIONS:

3.1 MANDATORY USE OF OWNER'S FORM:

All responses to an Invitation for Bids (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked using the IFB number, date and time.

3.2 OPENING DATE/TIME:

Bids and amendments thereto, or withdrawal of bids submitted, if received by the County of York, Virginia, Central Purchasing Office, hereinafter "Purchasing Office", after the date and time specified for scheduled opening, will not be considered. It will be the responsibility of the bidder to see that his bid is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

3.3 CLARIFICATION OF TERMS:

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by the Purchasing Office.

3.4 TESTING/INSPECTION:

The Owner reserves the right to conduct any test/inspection it may deem advisable to assure items and services conform to the specifications.

3.5 INVOICES:

Invoices for goods/services ordered, delivered and accepted shall be submitted directly to the "INVOICE TO:" address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than 30 days.

3.6 DEFAULT:

In event of default by the Vendor, the Owner reserves the right to procure the commodities and/or services from other sources, and hold the Vendor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.

3.7 ETHICS IN PUBLIC CONTRACTING:

By submitting their bids, all bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

3.8 ANTI-DISCRIMINATION:

By submitting its bids or proposals, Bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Vendor agrees as follows:

The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Vendor, in all solicitations for advertisements for employees placed in behalf of Vendor, will state that Vendor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. Vendor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

### 3.9 INDEMNITY AGREEMENT:

The provisions of this paragraph shall be deemed fully incorporated into any contract awarded as a consequence of this bid as if fully set out therein:

Vendor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of this agreement, whether or not due to any act of his or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, of the Owner, his employees, servants, or agents. Compliance by the Vendor with the insurance provisions hereof shall not relieve Vendor from liability under this provision.

Should Vendor or subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Vendor shall release Owner from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

### 3.10 AVAILABILITY OF FUNDS:

It is understood and agreed between the Vendor and the Owner that the Owner shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this IFB.

**4.0 INFORMATION FOR BIDDERS:**

- 4.1 Prices should be stated in units of quantity specified in Section 9.0, with packing and delivery to destination included, less Federal, State and local taxes.
- 4.2 The time of proposed delivery must be stated in definite terms in Section 8.0. If time of delivery for different commodities varies, the bidder shall so state.
- 4.3 Samples, when requested, must be furnished free of expense, and if not destroyed will, if requested, be returned at the bidder's risk and expense.
- 4.4 All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing bids. Bids must show unit prices, total prices, and grand total as set forth in Section 9.0. In case of error in the extension of prices, the unit price shall govern.
- 4.5 Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. These designations are used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the Owner. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.

- 4.6 Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud.
- 4.7 Award will be made to the lowest responsible and responsive bidder. The quality of the commodities to be supplied, their conformity with the specifications, their suitability to the requirements of the Owner, and the delivery terms will be taken into consideration in making the award. Factors to be considered when determining the best value for the Owner shall be quality of the items, service and responsibility of the company and their representative, as well as price. The contract will not be awarded solely on the basis of the amount of the bid.

- 4.8 The Owner reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its sole judgment, the best interests of the Owner will be served.
- 4.9 Cash discounts may be offered by bidder for prompt payment of bills. Such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
- 4.10 Acceptance of a bid by the Purchasing Office is not an order to ship.
- 4.11 Each bid is received with the understanding that the acceptance in writing by the Owner of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the Owner, which shall bind the bidder on his part to furnish and deliver the quoted articles at the prices stated and in accordance with the conditions of said accepted bid; and the Owner on its part to order from such bidder, except in cases of causes beyond its reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.
- Any equipment delivered must be standard new equipment latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- 4.12 The Vendor guarantees to save the Owner, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the Vendor is not the patentee, assignee or licensee. This clause shall be deemed to be incorporated into any contract awarded as a consequence of this IFB.
- 4.13 All bids must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner". In the case of a limited liability company, the bid must be signed by the manager (if any) or by a member.
- 4.14 Verify your bids before submission as they cannot be withdrawn or corrected after being opened. Unless otherwise specified herein, bidder agrees to hold the price(s) for sixty (60) calendar days from bid opening date.
- 4.15 If you do not bid, return this sheet and state reason. Otherwise your name may be removed from

our mailing list.

4.16 Length of time for delivery as well as price may be considered in awarding of bid.

5.0 CLAIMS:

Disputes and claims arising under this agreement shall be processed pursuant to Virginia Code Sections 15.2-1245 through 15.2-1248 applied to the Owner mutatis mutandis. The Owner shall give its final decision on any claim of the Vendor within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of Owner.

6.0 WARRANTY:

The Bidder agrees that the parts, supplies, equipment and service furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Bidder gives any customer for such parts, supplies, equipment and services and that the rights and remedies provided therein are in addition to and do not limit those available to the Owner by any other clause of this solicitation. A COPY OF THIS WARRANTY MUST BE FURNISHED WITH YOUR BID.

7.0 SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size and design are to be used. All interpretation of these specifications shall be made on the basis of this statement.

8.0 DELIVERY:

STATE YOUR EARLIEST FIRM DELIVERY DATE. IF AWARDED THE CONTRACT, THE UNDERSIGNED AGREES TO SHIP THE SCHOOL BUSES AND MANUALS WITHIN

\_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF ORDER (ARO). THIS MAY BE A FACTOR IN MAKING AN AWARD.



**9.0 PRICE SCHEDULE:**

The bidder agrees to provide the products/service in accordance with the specifications and terms and conditions provided herein at the prices as follows:

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<u>QTY.</u>	<u>UNIT</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
9.1	5	Each	School Bus, 2002 or 2003 International IC School Bus or International 3800 Series Chassis with an International built body, 64 passenger, as specified in Section 2.0 and Section 2.1 (NO SUBSTITUTES)	\$_____ \$_____
			Manufacturer(s): Chassis _____ Body _____	
			Model/Year: _____	
9.2	1	Each	School Bus, 2002 or 2003 International IC School Bus or International 3800 Series Chassis with an International built body, 52 passenger, as specified in Section 2.0 and Section 2.2 (NO SUBSTITUTES)	\$_____ \$_____
			Manufacturer(s): Chassis _____ Body _____	
			Model/Year: _____	
GRAND TOTAL:			\$_____	

**10.0 VENDOR DATA:**

All bidders must complete this section and return it with your bids, in order for Owner to complete the evaluation of the bids.

**10.1 Experience/Years in Business:**

Indicate the length of time you have been in business providing this type of commodity and service: \_\_\_\_years \_\_\_\_months.

**10.2 References:**

Indicate below a listing of at least three (3) references presently using school buses manufactured by company. Include the dates the buses were furnished and the name and address of the person we have your permission to contact.

CLIENT	DATE	ADDRESS	PERSON TO CONTACT AND PHONE NUMBER
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**10.3 Warranty:**

Bidders shall submit a copy of all written warranties with your bids.

**10.4 Local Representative:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_